

CONTRACT AGREEMENT

This AGREEMENT made this 1st day of October, 2009 between:

CONTRACTOR:

Company Name:	Purcell P&C, LLC dba Purcell Painting & Coatings
Address:	6456 So 144 th St
	Tukwila, WA 98168
Telephone:	206-835-6878

OWNER:

Company Name:	Ariel Development
Address:	3317 3 rd Ave So, Suite 200
	Seattle, WA 98134
Company Contact:	Eitan Alon
Telephone:	206-447-0263

PROJECT:

Project Name:	Old Rainier Brewery Samples
Project Reference No.:	Purcell Job #09100-01-21-0051
Project Address:	3100 Airport Way So
	Seattle, WA 98134

THE CONTRACTOR AND THE OWNER AGREE AS FOLLOWS:

ARTICLE 1

The Work

- 1.1 Contractor shall be responsible to meet conditions, furnish materials, and perform all Work as described in this Agreement and General Provisions, including the following:
- 1.2 Provide 3 samples to an agreed area:
 1. Sandblast a 10'x10' area clean of all coatings.
 2. Ultra high pressure a 10'x10' area clean of all coatings.
 3. Chemical strip a 10'x10' area clean of all coatings.

Owner is responsible for disposal of all hazer douse material.

- 1.3 Contractor shall be responsible to diligently prosecute and perform their Work so as to not cause any delays or occurrences that would delay the Work schedule and/or cause the Work to not be completed by the dates referenced in Article 2.1.
- 1.4 Contractor shall perform the Work pursuant to this Agreement, including but not limited to the following additional documents, as may be reasonably amended:

1. Purcell proposal dated September 16, 2009

These documents, together with any modifications agreed upon in writing by both parties after execution of this Agreement, shall constitute the entire agreement between the Owner and the Contractor.

- 1.5 A Performance and Payment Bond IS ☐ IS NOT ☒ required for this Agreement. If this section requires Contractor to supply bonds for this project, then Contractor shall at Owner's expense furnish, within ten (10) days of receipt of this Agreement, performance and payment surety bonds, acceptable to Owner, in an amount equal to the Agreement Price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Agreement and upon payment for all labor, materials, equipment, and supplies used in the prosecution of the Work described herein.
- 1.6 Contractor agrees not to assign or subcontract the performance of this Agreement without the prior written consent of Owner.

ARTICLE 2

Time of Commencement and Completion

- 2.1 Mobilization and prosecution of the Work shall be commenced as mutually agreed, and Contractor will adequately staff the Work to meet reasonable schedules and such milestones as issued to Contractor.
- 2.2 The Agreement Time shall be extended for such amount of time as shall be reasonably required if the progress of the Work is delayed by:
 - 2.2.1 Any act or failure to act of the Contractor; any agent of the Contractor; any separate contractor employed by the Contractor; or any employee of such Contractor, agent,

or separate contractor, including delays authorized by the Contractor pending arbitration;

2.2.2 Changes ordered in the Work or made necessary by unforeseen or concealed conditions or errors in the drawing or specifications; and/or

2.2.3 Labor disputes, fire, unusual delays in transportation, acts by public utilities, public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, war, civil disturbances, Acts of God, or other causes beyond the Contractor's reasonable control;

provided any notice required herein or under the incorporated documents is given by Contractor.

2.3 Extensions in the Agreement Time for other reasons shall be as mutually agreed upon.

2.4 Contractor agrees to furnish drawings, specifications, final selections of materials, and other specified items in the quantity required by the Contract for approval by Owner or Owner's agent so as not to delay progress of the work.

ARTICLE 3

Agreement Sum

3.1 Owner shall pay the Contractor the following sum for the performance of the Work, subject to additions or deductions for changes as provided in Article 8:

Six Thousand dollars and no/100's-----
Amount in words

(\$6,000.00) Plus WSST
Amount in dollars

ARTICLE 4

Progress Payments

4.1 The Contractor shall submit invoices for payment based on value of work completed under this Agreement, and of materials stored on the site and at off-site locations, at such times as specified and/or as necessary.

4.2 Retention shall be withheld from Owner's payments in the amount of 0% of the invoiced total.

ARTICLE 5

Final Payment

5.1 Retention withheld from Owner shall be released at such time that Contractor receives full payment from Owner.

ARTICLE 6

Indemnity

- 7.1 The Owner shall *fully* indemnify and hold harmless Contractor, its suppliers, its employees, and its agents from and against all claims, damages, losses, and expenses (including attorneys' fees and Owner's time, costs, and experts) relating to, arising out of or resulting from the activities, facilities, or equipment of the Owner or its other contractors or of its or their suppliers, employees, or agents, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of, property including the loss of the use resulting there from; and (b) is caused in whole or in part by any act or omission of the Owner, its other contractors, or of its or their suppliers, employees or agents, unless any such loss is wholly the responsibility of Contractor.
- 7.2 Owner specifically and expressly waives any protections of any workmen's compensation laws that would limit this Article, including but not limited to the Washington State Industrial Act, Title 51, RCW.
- 7.3 Owner shall indemnify Contractor for liabilities or losses (including attorneys' fees and Contractor's time, costs, and experts) other than for bodily injury to persons or damage to property to the extent of the fault or causation of Owner, its agents, employees or suppliers.
- 7.4 This Indemnity Agreement has been MUTUALLY negotiated by and between Contractor and Owner.

ARTICLE 7

Changes in the Work

- 8.1 Owner may authorize or direct additions, deletions, or modification in the Work, which are consistent with this Agreement, by issuing written change orders signed by an authorized representative of the Contractor. Each such change order or a separate change order subsequently issued shall make appropriate adjustments in the Agreement Time and the Agreement Price, as mutually agreed upon between the Owner and the Contractor, to reflect the effects of such changes in the Work. Contractor agrees to accept for such changes the amount of time and compensation set by the Owner, unless otherwise adjudicated by a competent court or arbitrator.
- 8.2 Contractor shall proceed with changes as directed by Owner and/or Contractor pending final agreement on any such changes.
- 8.3 Contractor hereby waives any and all claims for time and compensation for changes for which Owner does not provide Contractor with written notice reasonably describing the change and its impact(s) and cost(s) within ten (10) working days of the occurrence of the change, or within any shorter period as provided in the Owner's Contract, intervening contracts, and any incorporated documents.
- 8.4 Contractor has satisfied itself as to the nature and location of the work; the character, kind, and quantity of material to be encountered; the location, conditions, and other matters that can in any manner affect the supply of materials under this Agreement; and acknowledges that Owner has had a reasonable opportunity to examine all of this Agreement.

- 8.6 No change orders, modifications to, or waiver of any rights under this Agreement shall be valid or binding on the parties to this Agreement unless the same be in writing. Failure of Contractor to insist upon strict performance of any term or condition of this Agreement, or to exercise any option herein conferred on one or more instances, shall not be construed to be a waiver of such performance or option.

ARTICLE 9

Default

- 9.1 Contractor agrees to remedy any default or failure to perform within three (3) days written notice from Owner. In the case of emergency or material delays due to others, or the Owner, this notice period shall not apply.
- 9.3 Contractor shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including compliance with applicable laws, permit requirements, ordinances, regulations, and orders issued by a public authority, whether federal, state, local or other, OSHA/WISHA, and any safety measures requested by Owner.

ARTICLE 10

Warranty

- 10.1 Owner agrees by acceptance of this Agreement that the warranty period of its Work shall be a period of not less than 1 year(s) from the date of project acceptance, unless a greater period is provided by the incorporated documents. Warranty shall include all associated costs, labor, and materials to repair or replace any defective or failing Work. Warranty accrues to the benefit of Owner and Contractor. Forms stating warranty to be provided to Owner, executed on Contractor's letterhead, and submitted no later than seven (7) days from the date of Work completion.

ARTICLE 11

Disputes/Arbitration

- 11.1 All claims, disputes, and other matters in question between the Contractor and the Owner arising out of or relating to these Agreement documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of American Arbitration Association in force, unless the parties mutually agree in writing otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction.
- 11.2 Notice of a demand for arbitration shall be served within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall such demand be entertained after the date when legal proceedings based on such claims, disputes, or other matter in question would be barred by the applicable statute of limitations.

- 11.3 Following demand for arbitration and during any arbitration proceedings, both parties shall continue to fulfill their obligations under the Agreement unless mutually agreed upon otherwise.
- 11.4 In the event it becomes necessary for any party to the Agreement to enforce any of its rights arising hereunder, the successful party to any such dispute shall be entitled to its costs, including an award of a reasonable attorneys' fee.

ARTICLE 12

Miscellaneous

- 12.1 This Agreement shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The site of any arbitration or venue of any lawsuit arising out of this Agreement or the Work hereunder shall be at King County, Washington.
- 12.2 Any written notice required to be given to a party shall be hand-delivered or delivered to the address of that party indicated above.
- 12.3 This Agreement represents the final understanding of the parties, and Contractor assumes no responsibility for any different understanding or any representations made by any of its officers, agents, or others prior to the execution of this Agreement unless expressly stated herein.

This Agreement executed as of the day and year first written above.

PURCELL P&C, LLC

Signed

Dave Purcell

Printed Name/Signature

President

Title

Date

10-2-09

Ariel Development

Signed

Eitan Alon

Printed Name/Signature

Owner

Title

Date

10/2/2009